

AGREEMENT
BETWEEN
THE TOWNSHIP OF HANOVER
AND
TEAMSTERS LOCAL NO. 97

January 1, 2013 through December 31, 2015

Prepared by:

Trimboli & Prusinowski, L.L.C.
268 South Street
Morristown, NJ 07960

Table of Contents

<u>Preamble</u>	1
<u>Purpose</u>	1
<u>Article I</u>	1
<u>Union Recognition and Check Off</u>	
<u>Article II</u>	2
<u>Visitation and Bulletin Board</u>	
<u>Article III</u>	2
<u>Stewards</u>	
<u>Article IV</u>	3
<u>Grievances</u>	
<u>Article V</u>	4
<u>Wages</u>	
<u>Article VI</u>	4
<u>Hours of Work and Overtime</u>	
<u>Article VII</u>	5
<u>Holidays</u>	
<u>Article VIII</u>	6
<u>Sick Leave and Bereavement Pay</u>	
<u>Article IX</u>	7
<u>Seniority</u>	
<u>Article X</u>	7
<u>Health and Welfare Insurance</u>	
<u>Article XI</u>	8
<u>Discharge and Discipline</u>	
<u>Article XII</u>	8
<u>Uniforms</u>	
<u>Article XV</u>	8
<u>Savings Clause</u>	

Article XVI8
Termination, Extension & Completeness of Agreement

Article XVII8
Obtaining a CDL-Class B License

Article XVIII.....9
Zipper Clause

Preamble

This agreement made this ____ day of _____, 2014, by and between the **Township of Hanover**, in the County of Morris, New Jersey, a Municipal corporation of the State of New Jersey, hereinafter referred to as the "Township" or "Employer" and **Teamsters Local 97** of New Jersey, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" represents the complete and final understanding on all bargainable issues between the Township and the Union.

Purpose

Whereas, it is the intent and purpose of the parties hereto to promote and improve the harmonious and economic relations between the Employer and its employees and to establish a basic understanding relative to rates of pay, hours of work and other conditions of employment consistent with the law and established practices not modified by the Agreement.

Now, therefore, the parties hereto mutually agree as follows:

Article I Union Recognition and Check Off

- A. The Township recognizes the Union as the exclusive representative, as certified by the New Jersey Public Employment Relations Commission for the purposes of collective negotiation with respect to the terms and conditions of employment of all permanent full-time blue collar employees employed by the Township of Hanover, Morris County, New Jersey, in its Department of Public Works, Buildings and Grounds and Park Maintenance, but excluding those employed in the Police Department and all office clerical employees, seasonal employees, professional employees, craft employees, policemen, managerial executives, part-time employees, and supervisors within the meaning of the New Jersey Employer/Employee Relations Act and all other employees of the Township.
- B. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, the Township agrees to deduct membership dues in such amounts as shall be fixed pursuant to the by-laws and Constitution of the Union during the full term of this Agreement and any extension or renewal thereof. The Township shall promptly remit monthly and all amounts so deducted with a list of such deductions to the Secretary-Treasurer of the Union.
- C. If during the life of this Agreement, there shall be any change in the rate of membership dues, the Union shall furnish to the Township written notice thirty (30) business days prior to the effective date of such change.
- D. The Union will provide the necessary check off authorization form and deliver the signed forms to the Business Administrator, or his designee. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Township in reliance upon the salary deduction authorization cards submitted by the Union to the Township.

- E. The Township will notify the Secretary-Treasurer of the Union within three (3) business days of hire all employees, their address, birth date, classification, rate of pay and social security number; and of all removals of employees from the Township's payroll.
- F. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days of such date and any new Employee who does not join within thirty (30) days of initial employment within the unit and any Employee previously employed within the unit who does not join within ten (10) days of reentry into the unit, shall as a condition of employment pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to 85% of the regular Union membership dues, fees and assessments as certified to the employer by the Union. The Union may revise its certification of the amount of the representation fee at any time to reflect changes in the Union membership dues, fees and assessments. The Union shall indemnify, defend and save the Township harmless against any and all claims, demands, suits or other forms of liability which shall arise out of or by reason of action taken by the Township with respect to the representation fee.

Article II

Union Rights

- A. Accredited representatives of the Union will be permitted to enter Township facilities or premises at reasonable hours, 12 noon to 1:00 p.m. (lunch hour), break times and at the end of the work day, for the purpose of visiting Union stewards and members in order to observe working conditions, promote Union sponsored activities, or assist in the adjustment of grievances. Prior notification and approval of the Business Administrator or his designee shall be required; visits will only be made provided there shall be no interference with normal operations of the Township government or normal duties of employees. The Union representative will notify the Superintendent of Public Works, or his designee, upon his arrival on Township premises.
- B. The Township shall allow one bulletin board for the use of the Union, one of which will be placed in a conspicuous location in the Township garage for the posting of notices and bulletins pertaining to Union and Union-sponsored matters. All such bulletins must be posted only upon the authority of the officially designated Union representatives. The Township shall furnish the Shop Steward with an updated Seniority List, complete with job titles, for posting on the Bulletin Board. The Union shall not post defamatory, harassing or other material not appropriate for public display in a place of business.

Article III

Stewards

- A. The Township recognizes the right of the Union to designate Stewards and their Alternates for the enforcement of this Agreement. The Union shall furnish the

- Township with a written list of Stewards and Alternates and notify the Township of any changes.
- B. The authority of Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities.
1. The investigation and presentation of grievances in accordance with the provisions of the Collective Bargaining Agreement.
 2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its office.
- C. Union Stewards shall be granted thirty (30) minutes release time, with the Business Administrator's discretion to extend the time, from employment without loss of pay when joint meetings of representatives of the Township and the Union are scheduled during working hours for the processing of grievances or collective negotiations. Meetings of the Union Stewards to prepare for negotiations and/or prepare for the presentation of grievances shall be held outside of working hours or shall be without pay if held during working hours.

Article IV **Grievances**

The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement. The parties agree that this procedure will be kept as informal as may be appropriate. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of his departmental staff.

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement. A grievance may be raised by an individual, group or Union. All time limits must be followed and enforced. If the grievance is not advanced to the next Step it shall be considered to have been abandoned.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

Step One: An aggrieved employee shall discuss his grievance with the Union Steward and the Department Head within ten (10) business days of the occurrence of the grievance and an earnest effort shall be made to settle the differences between the aggrieved employee, the Union Steward and the Department Head. Failure to act within said ten (10) business days shall be deemed to constitute an abandonment of the grievance on behalf of the individual. The Department Head shall attempt to settle the grievance or render a decision within five (5) working days after the grievance has been raised.

Step Two: In the event a satisfactory settlement has not been reached, the grievance shall be reduced to writing by the aggrieved employee and one (1) copy shall be furnished to the Business Administrator (or his designee) and one (1) copy to the Department Head within ten (10) business days following the determination by the Department Head. The Business Administrator or his designee may convene a meeting to resolve the issue. The

meeting shall take place no more than ten (10) business days following the receipt of the grievance by the Business Administrator. Following the meeting, the Business Administrator or his designee shall reply in writing within ten (10) business days after the meeting.

Step Three: In the event the grievance has not been satisfactorily resolved at Step Two, the grievant may submit the grievance to the Township Committee. The grievance must be filed within fifteen (15) business days of the written decision by the Business Administrator or his designee. The Township Committee will consider the matter and render a written decision within thirty (30) business days of the date the grievance was received by the Township Committee. Any employee shall have the right to process his own grievance provided that a representative of the Union is present and provided that any agreement reached with such employee does not violate this Agreement.

Article V Wages

Each employee covered by this Agreement shall receive the following increase in salary:

Effective January 1, 2013 - 1.5%, paid retroactive to January 1, 2013

For the years 2014 and 2015, respectively, the members of the bargaining unit shall receive increases in their salaries equal to the cost of living adjustments for those years generally granted by the Township to its non-union, non-supervisory, non-managerial administrative staff in those calendar years.

The practice of paying a "split rate" for driving vehicles will be abolished effective December 31, 2014.

Article VI Hours of Work and Overtime

- A. This Article is intended to define the normal hours of work per week as Monday through Friday with a forty (40) hour work week and eight (8) hour days.
- B. Sanitation Division employees shall work Monday through Friday at forty (40) hours per week, eight (8) hours per day between 4:30 AM and 12:30 PM. For only those persons who drive or man the "articulated truck," the work day will be from 6:30 a.m. to 2:30 p.m. on the regular Monday through Friday work week. Employees of the Sanitation Division do not receive a daily one-half (½) hour lunch period.
- C. Road Division Employees shall work a forty (40) hour work week, eight (8) hours per day between 7:00AM and 3:30PM and receive a one-half hour lunch period.
- D. All Sanitation and Road Division personnel are entitled to two (2) breaks of ten (10) minutes each, one (1) in the morning and one (1) in the afternoon. Employees shall be provided a ten minute morning (8:30AM-8:40AM) and ten minute afternoon (2:30PM-

- 2:40PM) break. Employees will use the 10/7 – 10/8 procedure if work obligations prevent the employee from taking breaks at the scheduled time.
- E. The basic workweek for Public Works, Buildings and Grounds and Park Maintenance Department employees shall consist of forty (40) hours. The basic workday shall consist of eight (8) hours per day exclusive of a thirty (30) minute lunch period. The aforementioned employees' workweek will consist of five (5) days, Monday through Friday. For the time period March 1 through June 30, for Park Maintenance, a maximum of three (3) employees may work a Tuesday through Saturday schedule. The Superintendent may, at his discretion, if budgetary constraints require or if Superintendents cannot achieve what he has to achieve with three (3) employees, then the Superintendent may exercise an option to use a fourth (4th) employee. Additionally, during Leaf Collection time, October 1 through November 30, some employees may be required to work a Tuesday through Saturday, forty (40) hour work week at eight (8) hours per day schedule.
- F. Snow Plowing-
1. All employees may be utilized for snow plowing.
 2. Employees performing snow plowing work for more than four (4) consecutive hours outside of a scheduled eight (8) hour day may take a rest period of one (1) hour with pay after the fourth consecutive hour.
 3. In addition, in each four (4) hour period of such removal work a ten (10) minute coffee break may be taken.
 4. Employees working on snow removal will be provided with meals in the manner prescribed by the Department of Public Works, Buildings and Grounds and Park Maintenance.
 5. The salting lists shall be posted for employees on the Union Bulletin Board.
- G. Overtime work shall be equally distributed among employees in their respective departments as is reasonably practical among those capable of performing the work to be done and selection for overtime shall follow an A to Z round-robin list as best as possible.
- H. An employee who is called in to work after completing their regular scheduled shift will be compensated at time and one-half (1½) their hourly rate of pay for time actually worked, with a minimum of three (3) hours' pay.

Article VII

Holidays

- A. Each employee covered by this Agreement shall receive holiday pay equal to one (1) day's pay at eight (8) hours straight time without working during the following days:

New Year's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Eve
Christmas Day	Labor Day
Presidents Day	

- B. If a holiday falls on a Saturday, it will be celebrated the Friday immediately preceding the holiday. If a holiday falls on a Sunday, it will be celebrated on the Monday immediately following the holiday.
- C. If an employee is required to work a holiday, and has worked all other regularly scheduled days of that work week, the employee will receive time and one-half (1½) their regular rate of pay for working the holiday, not to exceed twelve (12) hours of pay.

Article VIII
Sick Leave and Bereavement Pay

- A. Full time civilian salaried and hourly employees shall earn and accrue one sick leave day per month not to exceed 12 working days in any one calendar year. A sick leave bank shall be established by the Department of Administration for each employee wherein earned and accrued sick leave will be recorded. If a full-time civilian salaried or hourly employee is ill because of a legitimate sickness or non-job-related injury during any calendar year, he/she shall receive compensation for a period of not more than 12 working days in each said year, unless said employee has sufficient days accrued in the sick leave bank. If sick leave is not taken during the calendar year, the same will accrue from year to year until such time as it is taken. Any full-time civilian employee hired by the Township with an effective employment date starting on or after January 1, 2004 shall be entitled to earn and accrue six (6) sick leave days each calendar year.
- B. Sick leave with pay is hereby defined to mean a necessary absence from duty due to illness, injury, doctor's appointment or exposure to contagious disease and may include absence due to illness of the employee.
- C. Any full-time or part-time employee returning to work may be required by his/her department head to submit a physician's medical certificate as a result of taking one or more sick leave days due to illness or a non-work-related accident or injury. The medical certificate shall specify the nature of the illness, injury or disability and the fact that the employee is capable or performing all of his/her normal job duties and assignments and that the employee's return to the workplace will not jeopardize the health or safety of other employees. Medical certificates will be forwarded to the Business Administrator for inclusion in the medical personnel folder of the employees.
- D. Each employee may be granted **three (3)** consecutive days leave from date of death with pay for the death of a member of his immediate family. Bereavement time must include the day of the funeral. Immediate family is defined as spouse, children, parents, siblings, in-laws, grandparents, stepparents, step children, or civil union partner.
- E. Personal Days – Each employee receives one (1) personal day per year and the employee may use up to two (2) sick leave days as personal leave days. The personal day is non-cumulative.
- F. Sick leave reimbursement at retirement is pursuant to the existing Ordinance/Code No. § 61-28.

Article IX
Seniority

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of transfer, assignment of schedules, layoffs and recalls. In all cases, however, the ability to perform the work in a satisfactory manner, qualifications and training will be a factor in designating employees to be effected.
- B. The seniority of an employee is defined as the length of continuous uninterrupted service as a Township Employee dating back to his last date of hire.
- C. In the event of layoffs and rehiring, the last person hired shall be the first to be laid off, and the last person laid off shall be the first to be recalled in accordance with his seniority subject to the abilities and qualifications as determined by the Township. Eligibility for recall shall be for a period not to exceed twelve (12) months.
- D. When promotions to a higher labor grade or transfers to another grade are in order, the Township shall make such promotions or transfers from its regular employees; consideration for such promotions or transfers shall be based on seniority, qualifications and training and ability to perform the work as well as other criteria as determined by the Township
- E. The Township shall prepare and forward to the Union a seniority list of employees by classification. Seniority lists shall be updated when necessary.
- F. Seasonal and part-time employees shall be laid off prior to any full-time employees.

Article X
Health and Welfare Insurance

- A. Any person hired by the Township as a full-time, civilian employee on or after May 31, 2007, shall be responsible to pay 25% of the total monthly premium cost for health insurance/medical benefits coverage under a single, parent/child, husband/wife or family plan, as offered by the Township through the North Jersey Municipal Employee Benefits Fund ("the Fund"). The contribution cost per year, per employee, shall be calculated by the Township's Finance Department in accordance with the total premium costs assessed through the Fund in making available the various health insurance plans. All other employees shall be required to make contributions as required by New Jersey law.
- B. The Township may change its insurance carrier as long as benefits are substantially similar to benefits currently provided.
- C. In order to be eligible to receive health insurance benefits upon retirement, any full-time employee retiring in accordance with the provisions of the Public Employees Retirement System (PERS) following 25 years of service credit must complete at least 20 of the 25 years of continuous service with the Township of Hanover. Periods of suspension, approved leaves of absence or periods of disability/medical leave shall not be deemed to break continuous service. Only time for which pension payments have been made shall be credited towards the continuous service requirement.

Article XI
Discharge and Discipline

- A. Discipline and discharge of employees shall be in accordance with the Township's Code.
- B. All bargaining unit employees shall be subject to random drug testing. To the extent applicable, such drug testing shall be conducted in accordance with the procedures set forth in the federal regulations governing the procedures for the random drug testing of persons holding commercial drivers' licenses and performing safety-sensitive functions.

Article XII
Uniforms

The Employer shall provide the initial issue of uniforms to each employee upon hire as follows:

The Employer agrees to replace any items damaged or destroyed as certified by the Employer or its designee. All other replacements shall be the responsibility of the employee.

It is understood that all employees shall wear a uniform while on duty. Failure to wear appropriate clothing/boots may be cause for discipline.

Article XV
Savings Clause

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or other tribunal or competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

Article XVI
Termination, Extension & Completeness of Agreement

- A. The term of this Agreement shall be from January 1, 2013 through December 31, 2015.

Article XVII
Obtaining a CDL-Class A or B License

- A. By Resolution, the Township required all employees to retain a "CDL". The following guidelines apply:
 - i. With the adoption of Ordinance No. 15-2010 by the Township Committee on May 13, 2010, revised job descriptions for employees within the newly established Department of Public Works, Buildings and Grounds and Park Maintenance, were enacted into law. In accordance with the licensing

requirements set forth in the attached job description dated March 25, 2010, for your job title, you must obtain and hold a Class "A" or "B" Commercial Driver License (CDL) with tanker endorsement. Senior Park Maintenance and Park Maintenance Workers must obtain the applicable CDL by August 1, 2012. Failure to obtain the license by August 1, 2012, will result in the loss of any cost of living increase that is granted by the Township Committee to those employees covered under this collective bargaining agreement.

- ii. The Township will provide the vehicle necessary for the employee to take the CDL test.
- iii. Any employee that does not meet the standard physical qualifications for obtaining a CDL is exempt from obtaining one.

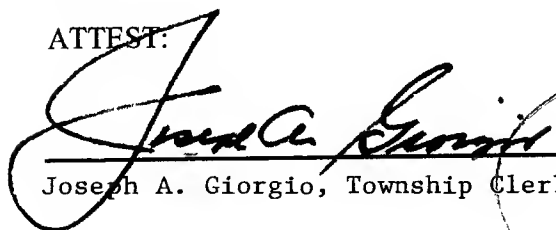
Article XVIII
Zipper Clause

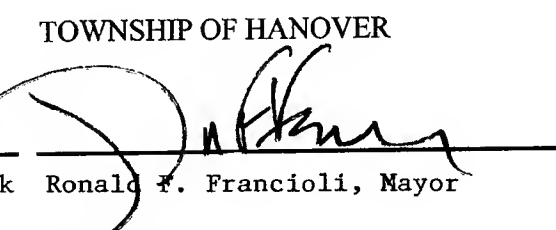
This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues that were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

Signed this 12th day of Aug, 2014 by the duly authorized representatives of the parties hereto.

ATTEST:

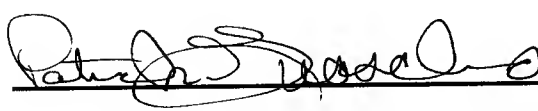
TOWNSHIP OF HANOVER

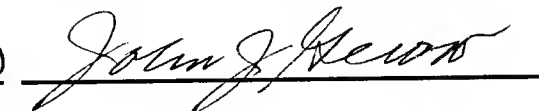

Joseph A. Giorgio, Township Clerk


Ronald F. Francioli, Mayor

ATTEST:

TEAMSTERS LOCAL NO. 97


Patrick J. D'Amico


John J. Kew

RESOLUTION NO.

A RESOLUTION OF THE TOWNSHIP COMMITTEE OF THE TOWNSHIP OF HANOVER APPROVING A THREE (3) YEAR COLLECTIVE NEGOTIATIONS AGREEMENT BY AND BETWEEN THE TOWNSHIP OF HANOVER AND TEAMSTERS IBT LOCAL 97 FOR THE PERIOD COMMENCING JANUARY 1, 2013 THROUGH DECEMBER 31, 2015 AND FURTHER AUTHORIZING THE MAYOR AND TOWNSHIP CLERK TO EXECUTE THE AGREEMENT SUBJECT TO THE APPROVAL AND EXECUTION OF THE AGREEMENT BY REPRESENTATIVES OF IBT LOCAL 97

WHEREAS, on February 4, 2014, officials of the Township and representatives of Teamsters IBT Local 97 executed a Memorandum of Agreement representing a negotiated collective negotiations agreement for the period beginning January 1, 2013 and ending on December 31, 2015; and

WHEREAS, the new agreement reflects the terms and conditions of employment including the salaries and wages of the full-time employees of the Township's Public Works, Buildings and Grounds and Park Maintenance Department as well as all other economic and non-economic provisions; and

WHEREAS, the Township's personnel and labor attorney is preparing the new collective negotiations agreement which Agreement incorporates all of the terms and conditions of employment between the Township and IBT Local 97; and

WHEREAS, subject to the review and approval of the Agreement by IBT Local 97, the Township Committee desires to approve the new collective negotiations agreement with the adoption of this resolution.

NOW, THEREFORE, BE IT RESOLVED, by the Township Committee of the Township of Hanover in the County of Morris and State of New Jersey as follows:

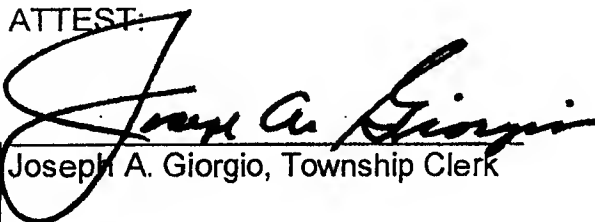
1. The governing body hereby approves the attached collective negotiations agreement by and between the Township and the

Teamsters IBT Local 97 for the period commencing January 1, 2013 and ending December 31, 2015. The agreement sets forth the economic and non-economic terms and conditions of employment for the full-time employees of the Public Works, Buildings and Grounds and Park Maintenance Department.

2. The Mayor and Township Clerk are hereby authorized and directed to execute the collective negotiations agreement on behalf of the Township following execution of the agreement by the President and Secretary of IBT Local 97.
3. That certified copies of this resolution along with the signed agreement shall be transmitted to the Shop Steward of IBT Local 97, the Township's Personnel and Labor Attorney, the Vice President of IBT Local 97, the Superintendent of the Public Works, Buildings and Grounds and Park Maintenance Department and the Township's Chief Municipal Finance Officer for reference and information purposes.

DATED: April 24, 2014

ATTEST:


Joseph A. Giorgio, Township Clerk

TOWNSHIP COMMITTEE
TOWNSHIP OF HANOVER
COUNTY OF MORRIS
STATE OF NEW JERSEY


Ronald F. Francioli, Mayor

TOWNSHIP COMMITTEE	AYE	NAY	ABSTAINED	ABSENT
OTE				
ALLAGHER	✓			
ERRAMOSCA	✓			
RUENO	✓			
OPPOLA	✓			
RANCIOLI	✓			
TOTAL	50			

CERTIFICATION

I, Joseph A. Giorgio, Township Clerk of the Township of Hanover, County of Morris and State of New Jersey, do hereby certify the foregoing to be a true copy of a resolution adopted by the Township Committee of said Township on the 24th day of April, 2014, at a meeting duly convened, of said Body.

2014 AUG 18 P 3 51

PERC

TOWNSHIP OF HANOVER

INTER – DEPARTMENT MEMORANDUM

TO: INDIVIDUALS LIFTED BELOW DEPT. PUBLIC WORKS

FROM: JOSEPH A. GIORGIO, R.M.C. DEPT. ADMINISTRATION
BUSINESS ADMINISTRATOR/
TOWNSHIP CLERK

RE: AGREEMENT BY AND BETWEEN DATE: AUG. 14, 2014
TEAMSTERS' LOCAL NO. 97

Gentlemen:

Enclosed herewith please find a fully signed copy of the Collective Negotiations Agreement by and between the Township and Teamsters' Local No. 97. The Agreement covers a three (3) year period commencing January 1, 2013 through December 31, 2015. I am also providing you with a certified copy of the Township Committee's April 24, 2014 resolution approving the Agreement.

Thank you.

JAG/ci
Enclosures

c: Brian Foran, Superintendent DPW
Silvio Esposito, CMFO
Stephen E. Trimboli, Esq.
Patrick Guaschino, Vice President, IBT Local #97
Public Employment Relations Commission